

Navajo Education Technology Consortium (NETC)

IBM Statement of Work for
Video Equipment Solution and Installation Services Project

Prepared for

NETC
P.O. Box 1318
Gallup, New Mexico
87305

Revision 1

January 11, 2002



International Business Machines Corporation

The information in this proposal shall not be disclosed outside the Navajo Education Technology Consortium organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, Navajo Education Technology Consortium shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of Navajo Education Technology Consortium to use information contained in the proposal if it is obtained from another source without restriction.





- ◆ IBM accomplishes the IBM tasks described under "IBM Responsibilities" including delivery to NETC of the materials listed under "Deliverable/Documentation Materials"
- ◆ Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if termination notices are given to **IBM** prior to any work being performed or service provided.
- ◆ Either of us terminates according to the provisions of the Agreement.
- ◆ Estimated end date is reached

2.7 Estimated Schedule

The estimated schedule for this effort is **12** months from the date of project initiation.

Project Start Date:
Project End Date:

July 1, 2002
June 30, 2003

Work will begin July 1, 2002, given that NETC receives adequate funding for the project. The schedule shall be consistent with the completion dates identified by the NETC and agreed to by IBM. Reasonable effort shall be made by IBM and NETC to keep the schedule dates intact.

IBM will not be responsible for delays or additional requirements imposed by any government agencies. The IBM will not be responsible for delays caused by delays in project funding, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

2.8 Charges

The Services Charge stated here represents the maximum allowable charges for all services that may be provided under this Statement of Work. IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-rate program. IBM will not begin work on this project without written notification from NETC that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002 at IBM's option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

Or this amount may be extended upon mutual agreement between NETC and IBM as defined in the section titled Project Change Control Procedure. Should NETC not receive the requested funding for E-rate 5 or should NETC receive only partial funding, IBM will work with NETC to incorporate those portions of E-rate 4 funding that can be accomplished based upon available funding.

It is understood by NETC and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from NETC to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.

Total Video Equipment Solution and Installation Services Charge \$23,746,703
including shipping, freight, travel and living expenses

Estimated Taxes.....\$2,206,396

For purposes of applying for FCC Snowe-Rockefeller E-rate funding, the following breakout is provided.

A) E-rate Eligible Portion..... \$25,953,098



B) Non-Eligible Portion..... \$ 0.00

E-rate Invoicing: Prior to commencing work, IBM requires:

- 1) a fully signed contract signature sheet;
- 2) a P.O. in the amount that the E-rate program is not funding (e.g. nondiscounted portion of the eligible ~~costs~~ plus the noneligible ~~costs~~), and;
- 3) a copy of the **USAC's** Funding Commitment Decision letter.

As a service to the *school*, IBM will perform dual billing per E-rate terms and conditions. First, IBM will invoice the school monthly, as work is completed, for the 'nondiscounted' portion of the ELIGIBLE items. Secondly, under separate invoice, IBM will invoice the E-rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice. Please note that although IBM will bill the school for the 'nondiscounted' portion and other charges not eligible under the E-rate program, the school assumes responsibility for the entire contract services charge. Notwithstanding any other provision, the **District** has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being performed or service provided.

Excluded from the ~~Services~~ Charge are items involving, but not limited to; repairs to the Location for correcting existing ~~code~~ deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

IBM ~~Service~~ Provider Identification Number (SPIN): 143005607.

This offer will be withdrawn if IBM is not authorized to perform these Services by December 31, 2002.

NAVAJO EDUCATION TECHNOLOGY CONSORTIUM (NETC)

IBM Statement of Work for USF Technical Support Services Project



Prepared for

NETC
P.O. Box 1318
Gallup, New Mexico
87305

Revision 1
January 11, 2002



International Business Machines Corporation

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28 Year 2000 Provisions

IBM is not providing any Year 2000 services under this Statement of Work. IBM Product Specifications specify the Year 2000 readiness of the IBM Products. IBM does not make any representations regarding the Year 2000 readiness of non-IBM Products.

Under the terms of this Statement of Work we are not responsible for 1) your products, 2) a third party's products (including products you license from our subcontractors) or 3) IBM's previously installed products, ("Other Products") to correctly process or properly exchange accurate date data with the Products or deliverables we provide. We will be relieved of our obligations under this Statement of Work due to the inability of such Other Products to correctly process or properly exchange accurate date data with the Products or deliverables we provide to you.

39 Charges

The **Services** Charge stated here represents the maximum allowable charges for all services that may be provided under this Statement of **Work**. IBM understands that the decision to implement this project is contingent upon award to the NETC of funding under the E-rate program. IBM will not begin **work** on **this** project without written notification from NETC that funding **has** been approved and that work should begin. If such notification has not been received by December 31, 2002, **at IBM's** option, IBM may terminate this Statement of Work or implement an extension of this statement of **Work**, as **well** as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

Or this amount may be extended upon mutual agreement between NETC and IBM as defined in the section titled Project Change Control Procedure. Should NETC not receive the requested funding for E-rate 5 or should NETC receive only partial funding, IBM will work with NETC to incorporate those portions of E-rate 5 funding that can be **accomplished** based upon available funding. IBM reserves a purchase money security interest in the Machines until IBM receives payment **of** the amounts due. You **authorize** IBM to prepare and file a financing statement to perfect its purchase money **security** interest in all Machines you order and IBM delivers under this Statement of work.

It is understood by NETC and IBM that this SOW and its associated pricing is based upon **IBM** receiving written approval from NETC to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.



Total Technical Support Services Solution and Installation Services Charge
.....\$13,629,962 including shipping, freight, travel and living expenses
Estimated
Taxes..\$1,260,495

For purposes of applying for FCC Snowe-Rockefeller E-rate funding, the following breakout is provided.

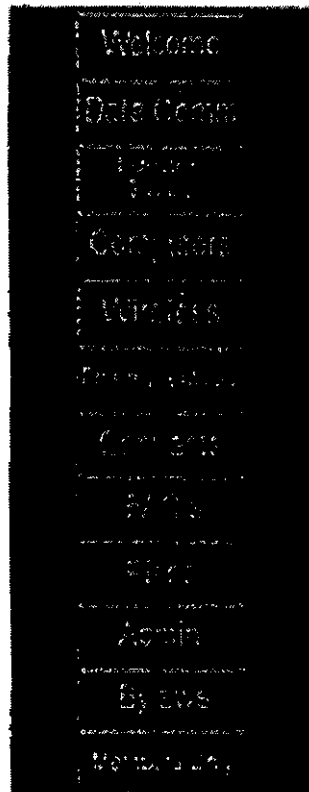
- A) E-rate Eligible Portion..... \$14,890,457
- B) B) Non-Eligible Portion..... \$ 0.00

E-rate Invoicing: Prior to commencing work, IBM requires:

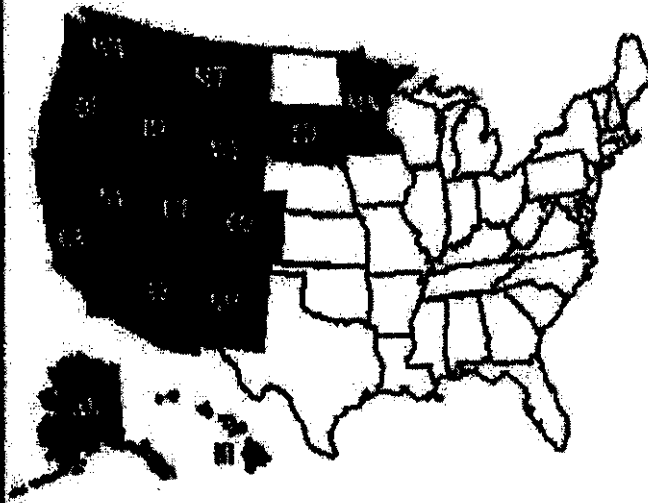
- 1) a fully signed contract signature sheet
- 2) a P.O. in the amount that the E-rate program is not funding (e.g. nondiscounted portion of the eligible costs plus the noneligible costs), and;
- 3) a copy of the **USAC's** Funding Commitment Decision letter.

As a service to the NETC, IBM will perform dual billing per E-rate terms and conditions. First, IBM will invoice the NETC and its participating school districts monthly, as work is completed, for the 'nondiscounted' portion of the ELIGIBLE items. Secondly, under separate invoice, IBM will invoice the E-rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items for the NETC. Payment is due as specified in the invoice. Please note ~~that~~ although IBM will bill ~~the~~ participating school district for the 'nondiscounted' portion and other charges not eligible under the E-rate program, the school assumes responsibility for ~~the~~ entire contract services charge. Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being perform or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc. Also excluded



Western States Contracting Alliance



National Association of State Procurement Officials
Select State from Map for Specific State Information

Leading the nation in cooperative purchasing benefiting our member states and others including states, cities, counties, public schools and institutions of higher education nationwide.

EVERYONE BENEFITS FROM THE USE OF CUMULATIVE VOLUME-DISCOUNTED CONTRACTS!

You are visitor number **43406
 since November 1, 2000.**



**Last updated: July 12, 2002
 Terry Davidson, Web Master**

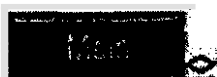
Contracting Alliance

NEW MEXICO

New Mexico was selected as the lead state for the national wireless service and computer equipment contracts. The procurements were conducted with direct participation by several other WSCA states. For more information about these contracts, please return to the main page and click "computers" or "wireless".

Low Higgins

*Procurement Division
Department of General Services
1100 St. Francis Drive, Room 2016
Joseph Montoya Building
Santa Fe NM 87305
Phone: 505/827-8462
Fax: 505/827-2434
low.higgins@state.nm.us*



Western States Contracting Alliance

ARIZONA

The following participating addendums are for the elective use of the State of Arizona, its departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by the A.R.S. 41-2632.

Primary Contact:
James Scarborough
 State Procurement Office
100 N. 15th Avenue, Suite 1M
 Phoenix, AZ 85007
 (602) 542-9122
State of Arizona

DELL

Dell Products and Price Schedule

Use the State of Arizona pages or the Dell Premier Pages established for your governmental entity

Price agreements have been approved for use by the following local governmental entities:

Maricopa County including County Superintendent of Schools, Human Services Head Start Program, MTHS Teaching Hospital, and Maricopa County Library District

Maricopa County

Maricopa County Community College District

City of Eloy

City of Glendale

Dynart Unified School District

Holbrook Unified School District Participating Addendum

Paradise Valley Unified School District

Pima County Participating Addendum

Pima County Superior Court Participating Addendum

Tempe Elementary School District

University of Arizona

Yavapai College

Yavapai County

GATEWAY

Executed Gateway Participating Addendum

Arizona Superior Court of Pinal County Participating Addendum

City of Glendale Participating Addendum

City of Prescott Participating Addendum
Gila County Participating Addendum
Flagstaff Housing Authority Participating Addendum
 Maricopa County including County Superintendent of Schools, Human Services Head Start
 Program, MTHS Teaching Hospital, and Maricopa County Library District
Maricopa Participating Addendum
Maricopa County Community College District
Pinal County Participating Addendum
Pima Association of Governments (.pdf)
University of Arizona
Yavapai College
Gateway eSource Products and Price Schedule
 Contact your Gateway representative for account name and password

COMPAQ

Academy of Excellence Charter School Participating Addendum
Auditor General Participating Addendum (.pdf)
Arizona Legislative Council Participating Addendum
Arizona Supreme and other Courts Participating Addendum
City of Avondale Participating Addendum
City of Peoria Participating Addendum
City of Peoria Participating Addendum
City of Phoenix Participating Addendum
City of Tucson Participating Addendum
Enterprise Academy Charter School Participating Addendum
Maricopa County Community College District
Mohave Educational Services Cooperative
North Pointe Preparatory Participating Addendum
Paradise Valley USD
Peoria Unified School District
Phoenix School of Academic Excellence Participating Addendum
Pima County
Pima County Community College District
Pima County Superintendent of Schools
Pinal County
Pinal County Schools Participating Addendum
PPEP TEC Charter High School Participating Addendum
Roosevelt School District Participating Addendum
Southwestern College Participating Addendum
Yuma County
Sedona Fire District
Tempe Union High School District Participating Addendum
Valley Metro - Regional Public Transportation Authority Participating Addendum
University of Arizona Participating Addendum (.pdf)
Compaq Products and Price Schedule

IBM

Maricopa County including County Superintendent of Schools, Human Services Head Start
 Program, MTHS Teaching Hospital, and Maricopa County Library District
 Executed IBM Participating Addendum

Arizona Supreme and other Courts Participating Addendum
Yavapai County Participating Addendum
IBM Products and Price Schedule

The document in .PDF format requires the Adobe Acrobat reader for you to view. If you do not have Adobe Acrobat, it is available free for various platforms, PC, MAC, Unix, etc. To



download a copy click

Intergovernmental Cooperative Purchasing Agreement

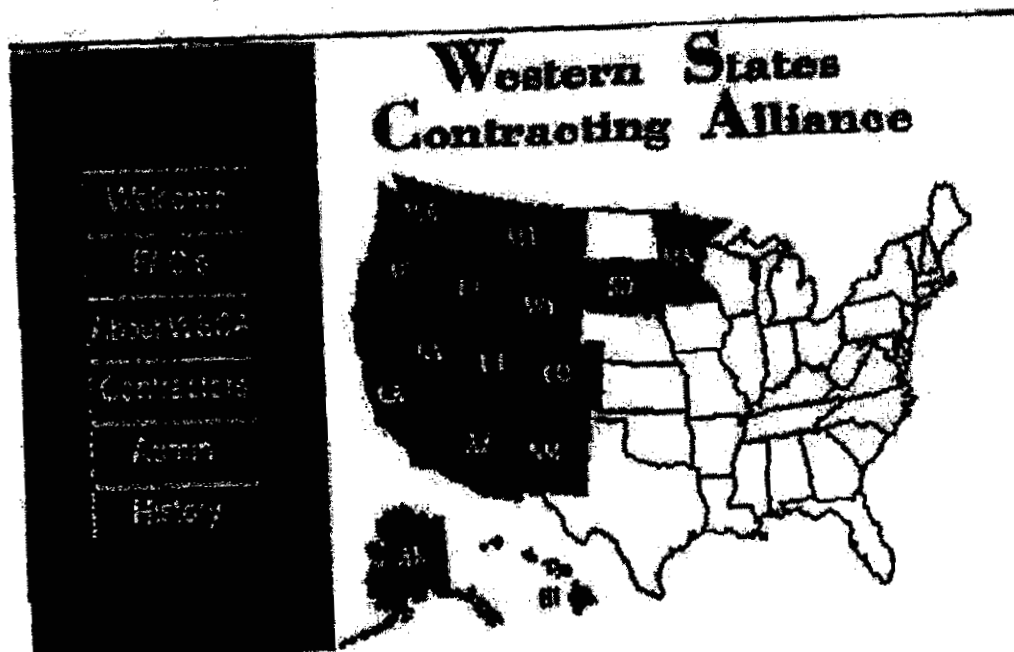
Some governmental jurisdictions require the execution of an intergovernmental Cooperative Purchasing Agreement before the execution of a WSCA participating addendum. The State of New Mexico has authority to sign the agreement. The following is a model agreement in Microsoft Word format. Download, revise and send two signed copies of the agreement to the WSCA Agreement Administrator. One original copy will be returned to you after execution by the New Mexico State Purchasing Agent. Model Intergovernmental Cooperative Purchasing Agreement (.doc)



Richard Pennington and Vern Jones the new WSCA Chairman and Vice-

DATA COMMUNICATIONS EQUIPMENT AND ASSOCIATED OEM MAINTENANCE & TRAINING

(Routers, Switches, LAN/WAN Wireless, CSU/DSU)



National Association of State Procurement Officials

Generic Participating Addendum (Word File)

Datacommunication RFP's

Select State from Map for Specific State Information

**EVERYONE BENEFITS FROM THE USE OF CUMULATIVE VOLUME-
DISCOUNTED CONTRACTS!**

Last updated: July 5, 2002

Debbie Gunderson

WSCA Data Communications Equipment and Associated OEM
Maintenance & Training Contract Administrator

dgundersen@utah.gov

**State of Utah Division of Purchasing & General Services
3150 State Office Building
Salt Lake City, Utah 84114
Tel: (801) 538-3150**

Western States Contracting Alliance

FREQUENTLY ASKED QUESTIONS

I am a contractor. How do I register with WSCA?

A lead state is selected for every WSCA procurement. See Plans and register with the lead state.

Can contractors be added to existing WSCA contracts?

All WSCA contracts are established on a competitive bases. Contractors may NOT be added after the deadline specified in the procurement document for the receipt of bids or proposals.

I have questions about the WSCA organization. Who do I contact?

The Chairman of WSCA is Mr. Vern Jones, State of Alaska. Please direct all organizational questions to him.

[Main](#)

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Western States Contracting Alliance

The following contractors have been awarded price agreements as the result of the WSCA multi-state Data Communications Equipment and Associated O&M Maintenance & Training competitive source selection procurement. Each contractor page contains a list of products and brand names awarded, discounts applied to the award products, contractors primary contact representative information, copy of the signed contract with terms and conditions, a list of states that have signed participating addendums, and the link to the contractors' web site containing the WSCA products and prices.

Awarded Offerors:	Contract #	Router	Switch
3Com	AR1464		3Com
Alcatel	AR1466	Alcatel	Alcatel
Aeriana	Pending		
Darcomm	AR1468	Cisco	
Elucore	AR1469	Nortel	Nortel
Enterasys	AR1470		Enterasys
Extreme	Pending		Extreme
Hewlett Packard	AR1473		Hewlett Packard
		Cisco, Lucent, Nortel,	Cisco, Extreme, Nortel,
IRM	AR1474	Alcatel	Alcatel
Kentrox	AR1465		
Mountain States Networking	AR1477	Cisco	Cisco
MSN Communications Inc	AR1478	Nortel	Cisco, Nortel
National LAN Exchange	AR1476	Nortel	Nortel
NEC	Pending		Cisco
Network Architects	AR1475		Cisco
Pacific Star	AR1479		
Owest	AR1487	Cisco	Cisco
Siemens	AR1481	Cisco	Cisco
SNC	AR1482		

The documents in .PDF format requires the Adobe Acrobat reader for you to view. If you do not have Adobe Acrobat, it is available free for various platforms, PC, MAC,

Unix, etc. To download a copy click [HERE](#)

Western States Contracting Alliance

NEW MEXICO

The New Mexico Office of the State Purchasing Agent is pleased and proud to have served as the lead state for this ground breaking multi-state effort which has resulted in outstanding price discounts for New Mexico users.

The following contractors have been awarded price agreements as the result of the WSCA multi-state computer equipment competitive source selection procurement. The price agreements have been approved for use by all branches of New Mexico state government, all state agencies and local public bodies including the cities, counties, courts, public schools and institutions of higher education.

Compaq Computer Corporation

CompUSA Inc.

Dell

Gateway Companies, Inc.

IBM Corporation

Mem

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WESTERN STATES CONTRACTING ALLIANCE

BYLAWS

I. NAME

The name of this organization shall be the Western States Contracting Alliance (hereinafter referred to as WSCA).

II. PURPOSE

The purposes of WSCA are to establish the means by which participating states may join together in cooperative multi-State contracting, to ensure the commitment of each participating state, and to provide regular and ongoing assistance to participating states in researching, developing, and administering procurement and contractual specifications and requirements. WSCA maintains a cooperative relationship with the National Association of State Purchasing Officials (NASPO) and may enter into agreements for staff support through NASPO with the Council of State Governments.

III. MISSION AND GOALS

A. Mission Statement

WSCA members will implement multi-state contracting to achieve cost-effective and efficient acquisition of quality products and services, which may include environmental considerations and market development.

B. Goals

1. Maximize cost savings and reduce administrative costs.
2. Standardize specifications and consolidate requirements to encourage product, availability and market competition.
3. Promote and purchase recycled products.
4. Develop specifications that encourage pollution prevention, waste reduction, and energy conservation.

IV. MEMBERSHIP

- A. Membership shall consist of the principal procurement official that heads the state central procurement organization, or designee for that state, from the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

- B. Membership in WSCA is voluntary. ~~Membership may be terminated at any time except when the Member State has signed intent to contract with one or more other states in which case membership shall continue until the term of such contract has ended or the contract has been terminated for cause. Membership may be discontinued by submitting to the WSCA chairperson a letter indicating such intent and signed by the state's principal procurement official.~~

V. OFFICERS AND DUTIES

- A. Chairperson - The chairperson shall perform the usual duties of a presiding officer. The chairperson shall see that directives and resolutions of the organization are implemented.
- B. Vice-Chairperson - The vice-chairperson shall act in place and stead of the chairperson in the event of absence or unavailability of the chairperson. The vice-chairperson shall complete the chairperson's term of office in the event the chairperson is unable to serve.

For the purpose of this section "unable to serve" is defined as:

- a. Medically incapacitated as evidenced by a doctor's statement;
- b. Voluntary resignation; or
- c. Removal from office by a two-thirds vote of the membership.

VI. ELECTIONS

The chairperson and vice-chairperson shall be elected by a majority of the membership present at the annual meeting and shall serve a two-year term.

VII. MEETINGS

- A. The annual meetings of WSCA will be conducted once a year and held in conjunction NASPO's annual conference.
- B. Special meetings of WSCA will be conducted on an as-needed basis as determined by the chairperson. Special meetings may be conducted via teleconference.
- C. The chairperson shall notify each member of the date and location of each meeting and agenda items with as much advance notice as is possible.
- D. Quorum - At any meeting of the organization a majority of the members shall constitute a quorum for the transaction of business.
- E. Voting - all members are entitled to one vote each. Proxy voting will be allowed in writing only if submitted to the chairperson in advance of the vote. The chairperson

shall notify each member of matters to be voted on with as much advanced notice as is possible. No official action shall be taken without a vote at a meeting with a quorum present. Except as otherwise provided in the bylaws, a simple majority carries the vote.

VIII. CONTRACTING PROCEDURES

- A. Contracting procedures shall be governed by at least the following WSCA documents as reviewed and approved at each annual meeting
 - a. WSCA bylaws
 - b. Intent to Contract
 - c. Master Contract Document
- B. Participation: Other eligible entities permitted by individual state law or policy may participate in WSCA contracts only with approval of the principal procurement official of the parent state. Non-member States or entities may participate in WSCA contracts with the approval of a majority of the members.

IX. AMENDMENTS TO BY LAWS

- A. Bylaws shall only be amended by a vote of two-thirds of the membership.
- B. Additional memberships to WSCA shall be through written request to the chairperson and shall be approved only through an amendment to the bylaws.
- C. Proposed changes to the bylaws will be distributed to members at least 24 hours prior to a vote.

Adopted October 13- 1993

NETC

**Pix Price
(Hardware and Services
included)
\$2,117,841.83**

**Total FRN
\$6,333,338.00**

**SLD 90%
\$5,757,580.00**

**District 10%
\$575,758.00**

10% from district was used to purchase PIX only

**PIX Total
\$2,117,841.03**

**minus the 10%
\$575,758.00**

**New Price of PIX
\$1,542,083.83**

Percentage of Total for PIX

24%

In the case of wireless Wide Area Network technologies, the same approach applies, except that the actual transmission capability, including transmitter, antenna, and antenna mast or structure, is not eligible as Internal Connections.

- ✓ Q. What is the disadvantage, if any, of applying for funding of products or services that may not be eligible?
- A. At a **minimum**, requests for ineligible products or **services** delay processing, to the detriment of both the applicant and USAC's **limited** resources. Additionally, if the dollar amount of any funding request consists of 30% or more ineligible products or services, the request is **rejected**. (An application is divided into separate Funding Requests, each of which constitutes a different funding category, different service provider, or different location when the requests are site-specific.) This "30% Rule" is used for **processing** efficiency and for administration of a program for which there is greater demand than there are funds available.
- Q. Are there any eligibility requirements for service providers to participate in the Schools and Libraries program?
- A. *All* service providers who wish to participate in the Schools and Libraries program must complete FCC Form 498 and receive a Service provider Information Number (SPIN). (See the next Answer for instructions on obtaining this form.)
- Q. Telecommunications Services are eligible for discount only if they are provided by an eligible Telecommunications Service provider. What is an "eligible Telecommunications Service provider?"
- A. An eligible Telecommunications Services provider is an entity that provides telecommunications (transmission service between sites, where the user of the service chooses the communication end points, and the form or content of the user's information is not changed) on a "common carriage basis." "Common carriage" means that the provider is either recognized by a regulatory authority as a common carrier or holds itself out to provide service generally to the public for a fee. Some categories of service (such as cellular, paging and satellite) may not be subject to regulatory authority.

Further information is available from FCC Form 498, the Service provider Information Form, and its accompanying instructions. This Form and the instructions are available for download from the SLD Forms Section of www.sl.universalservice.org.

Note that Internet access is not considered to be a telecommunications service, and may be provided by entities that are not eligible Telecommunications Service providers.